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Virginia, Campbell County, and Blackwater District. There was a judgment granting applicant part of the relief sought, and the Commonwealth, County and District bring error. Reversed and remanded.

The Attorney General, *Volney E. Howard*, of Lynchburg, and *A. H. Light*, of Rustburg, for plaintiffs in error.

John G. Haythe and *F. S. Kirkpatrick*, both of Lynchburg, for defendant in error.

CONNECTICUT FIRE INS. CO. *v.* W. H. ROBERTS LUMBER CO.

Sept. 11, 1916.

[89 S. E. 945.]

1. Insurance (§ 507*)—Fire Policies—Construction.—A fire policy, insuring lumber and staves owned or held in trust or commission by plaintiff, while stacked or plied at its various mill sets or yards or shipping points, does not extend to plaintiff's profits which might result from its handling of lumber.

[Ed. Note.—For other cases, see Insurance, Cent. Dig. § 1283; Dec. Dig. § 507.* 6 Va.-W. Va. Enc. Dig. 95.]

2. Evidence (§ 405 (1)*)—Parol Evidence Rule—Fire Policy.—The parol evidence rule in all its vigor applies to fire policies, and cannot be resorted to to vary the terms of the written policy save in case of latent ambiguity.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. §§ 1818, 1819; Dec. Dig. § 405 (1).* 10 Va.-W. Va. Enc. Dig. 659.]

3. Evidence (§ 450 (5)*)—Parol Evidence—Fire Policies.—A fire policy covering any interest plaintiff might have in lumber at the time of its destruction does not include profits; therefore, where an agent of the insurer and plaintiff agreed that the policy should cover any such interest, parol evidence showing that fact is not admissible to show that the policy included profits; there being no meeting of the minds of the parties on that question.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. § 2071; Dec. Dig. § 450 (5).* 10 Va.-W. Va. Enc. Dig. 650.]

4. Appeal and Error—1175 (5)*)—Review—Reversal.—Where plaintiff could not, under any theory under the evidence, recover, a judgment for plaintiff will be reversed without remand.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. § 4579; Dec. Dig. § 1175 (5).* 1 Va.-W. Va. Enc. Dig. 632.]

Error to Circuit Court, Wise County.

Action by the W. H. Roberts Lumber Company against the

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digest and Indexes.

Connecticut Fire Insurance Company. From a judgment for plaintiff, defendant brings error. Reversed.

Morison, Morison & Robertson, of Big Stone Gap, for plaintiff in error.

E. M. Fulton, of Wise, and *Chapman, Peery & Buchanan*, of Tazewell, for defendant in error.

FARMERS' BANK OF SOUTHWEST VIRGINIA *v.* McGAV-
OCK, et al.

Sept. 11, 1916.

[89 S. E. 949.]

Clerks of Courts (§ 6*)—Attestation of Process—Deputy Clerks.—Const. art. 6, § 26, declares that writs shall run in the name of the commonwealth of Virginia and be attested by the clerks of the several courts. Such provision has been in the Constitution, beginning with that of 1776 down to the Constitution of 1902. Code 1887, § 817, in force when writ was issued, provided that the clerk, with the consent of his court or the judge thereof, may appoint one or more deputies, who might discharge any of their official duties of their principal during his continuance in office, and such provision has been continued in following Codes. A deputy clerk signed a writ directed to the sheriff in his own name, instead of in the name of the clerk of the court. Held, that as the Constitution is a mere limitation on the powers of the Legislature, and as the right of deputy clerk to attest writs has been sanctioned for generations, such writ must be treated as valid, and an office judgment based thereon will be upheld particularly where not questioned for many years.

[Ed. Note.—For other cases, see Clerks of Courts, Cent. Dig. §§ 12-20; Dec. Dig. § 6.* 2 Va.-W. Va. Enc. Dig. 837.]

Error to Circuit Court, Wythe County.

Action by the Farmers' Bank of Southwest Virginia against J. C. McGavock and another. An office judgment, having been entered, was, on order of court, abated, and plaintiff brings error. Reversed.

E. Lee Trinkle, W. B. Kegley, and *Thomas & Thomas*, all of Wytheville, for plaintiff in error.

W. S. Poage and *S. B. Campbell*, both of Wytheville, for defendants in error.

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digest and Indexes.